

**SUMTER COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** FY 2009/2010 District V Medical Examiner Contract

**REQUESTED ACTION:** Adopt and Execute Contract

☐ Work Session (Report Only)    **DATE OF MEETING:** 10/27/2009  
☒ Regular Meeting                      ☐ Special Meeting

**CONTRACT:** ☐ N/A

Effective Date: 10/1/2009

Managing Division / Dept:

Vendor/Entity: \_\_\_\_\_

Termination Date: 9/30/2010

Support Services

**BUDGET IMPACT:** \$247,879.00

☒ Annual  
☐ Capital  
☐ N/A

**FUNDING SOURCE:**

General Fund

**EXPENDITURE ACCOUNT:**

001-300-527-3103

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**HISTORY/FACTS/ISSUES:**

The District Five Medical Examiner's Office FY 2009/2010 contract has been reviewed and approved by the District Five Medical Examiner Committee and is forwarded to the Board for approval. The contract will run from October 1, 2009 through September 30, 2010. Sumter County's portion of the contractual obligation is \$247,878.41. Sumter County's allocation is based on 9.1% of the total contract amount. This percentage is subject to change in future years based on population increases.

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## CONTRACT FOR MEDICAL EXAMINER SERVICES

**THIS AGREEMENT** made and entered into this as of the 1<sup>st</sup> day of October, 2009, by and between MARION COUNTY, a political subdivision of the State of Florida, hereinafter called the "COUNTY;" Sumter, Marion, Lake, Citrus and Hernando Counties, Florida, political subdivisions created by the State of Florida, hereinafter called the "COUNTIES;" and MEDICUS FORENSICS, **P.A.**, a Florida corporation owned by Barbara C. Wolf, MD, hereinafter called "MEDICAL EXAMINER";

WITNESSETH:

WHEREAS, the provision of medical examiner services detailed in Section 406.11, Florida Statutes, is an integral part of the criminal justice system; and

WHEREAS, Dr. Wolf has been appointed by Brad King, State Attorney of the 5<sup>th</sup> Judicial Circuit to serve as the Interim District Five Medical Examiner; and

WHEREAS, the Boards of County Commissioners are responsible for the payment of the Medical Examiner's fees, salaries, transport costs, facility and expenses pursuant to Section 406.06(3) and §406.08(1), Florida Statutes.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

1. DEFINITIONS.

Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

“ACT” means Chapter 406, Florida Statutes, and Chapter 11G, Florida Administrative Code.

“ASSOCIATE MEDICAL EXAMINER” means a pathologist hired by and serving at the pleasure of the MEDICAL EXAMINER pursuant to his authority under Section 406.06, Florida Statutes.

“COUNTIES” means Sumter, Marion, Lake, Citrus and Hernando Counties, Florida, political subdivisions created by the State of Florida.

“COUNTY” means Marion County, Florida, a political subdivision created by the State of Florida.

“CREMATION APPROVAL” means any cremation, burial-at-sea, or disposition by anatomic dissection approval produced pursuant to Ch. 406.

“COMMITTEE” means the District 5 Medical Examiners Committee.

“DISTRICT” means Medical Examiner District Five that includes Sumter, Marion, Lake, Citrus and Hernando Counties.

“FUNCTION-RELATED EQUIPMENT” means major permanent items/equipment that is integral to the service provided by the Office of the Medical Examiner. It includes all computers, software, video equipment, cameras, office machines, office furniture, medical instruments, X-ray machines, and laboratory instruments, and other equipment owned by Lake County or by COUNTIES.

“INDIGENT/UNCLAIMED DECEDENT SERVICE” means a program paid for and run by the COUNTIES that arranges for the timely storage and/or disposition of indigent and/or unclaimed decedents.

“MEDICAL EXAMINER” means Barbara C. Wolf, M.D./Medicus Forensics, P.A.

“MEDICAL EXAMINER PROPERTY” means all equipment (such as vehicles) purchased and/or owned by the MEDICAL EXAMINER that would remain in the possession of the MEDICAL EXAMINER in the event of termination of this contract.

2. PURPOSE.

The MEDICAL EXAMINER agrees to furnish all services, personnel, labor and necessary materials not otherwise provided for herein, to serve as the District Five Medical Examiner.

3. SCOPE OF SERVICES

The MEDICAL EXAMINER is responsible for all duties and responsibilities outlined in the ACT including Medical Examiner body transport. The payment for these services shall be inclusive for the completion of death certification of all decedents accepted for jurisdiction during contract period. Specifically, MEDICAL EXAMINER shall insure that all reports and death certificates of cases accepted shall be finalized even if said completion should occur after the time of contract expiration or termination unless otherwise directed by the COUNTIES. The MEDICAL EXAMINER shall not be responsible for payment of invoices or fees remaining from examinations or cases accepted by any previous District 5 Medical Examiner or Interim District 5 Medical Examiner. If necessary, the MEDICAL EXAMINER shall complete the cause of death certification, autopsy reports, and other related paperwork required under the ACT for cases accepted prior to the contract period.

If this Contract completes a one year term, the MEDICAL EXAMINER shall, at the termination of this contract, provide to the next District Medical Examiner an employee handbook, Standard Operating Procedure Manual, Drug Free Workplace Manual, budget documents, and all other materials and references necessary for the continued seamless operation of the District 5 Medical Examiner Office.

The COUNTIES/COMMITTEE shall assume all responsibility for billing and collecting CREMATION APPROVAL fees, if any, and assumes any liability and responsibility for the billing and collection of CREMATION APPROVAL fees. The COMMITTEE shall set the fee amount. MEDICAL EXAMINER shall provide information related to CREMATION APPROVALS given under section 7, REPORTS. If COUNTIES choose to bill for CREMATION APPROVALS, MEDICAL EXAMINER, as part of his official duties under the ACT, shall not be expected or required to withhold CREMATION APPROVAL numbers from Funeral Directors for lack of payment to COUNTIES/COMMITTEE.

The COUNTIES shall continue to maintain and provide a program for the disposition of indigent and/or unclaimed decedents during the entire term of this contract. The INDIGENT/UNCLAIMED DECEDENT SERVICE shall be in place to provide disposition of such remains in a timely manner. the COUNTIES and COMMITTEE acknowledge that the District 5 Medical Examiner Facility is not the proper place for long term storage of indigent or unclaimed identified decedents and shall operate/manage the INDIGENT/UNCLAIMED DECEDENT SERVICE in such a manner that no indigent and/or unclaimed identified decedents are stored in the District 5 Medical Examiner Facility more than 1 week after MEDICAL EXAMINER completes the duties required by under the ACT as per COUNTIES' contracts with funeral homes.

Any litigation regarding the work, lack thereof, or court testimony of previous District 5 or Interim District 5 Medical Examiners is specifically beyond the scope of services of the MEDICAL EXAMINER as described under section 15, INDEMNIFICATION. The MEDICAL EXAMINER shall continue to resolve any issues with the work of the previous District 5 Medical Examiners; however, it is expected that the COUNTIES shall make every effort to resolve these issues prior to the period defined in this contract.

Services provided by any Professional Staff as an expert witness or private consultant on non-medical examiner cases originating inside or outside of the District or on medical examiner cases originating outside of the District, are outside the Scope of Services of this Contract. Services provided by any Professional Staff as an expert witness, or any work on Medical Examiner cases originating outside the District, if provided within the LAKE COUNTY facility, shall be reported on a monthly basis to the COMMITTEE and fees for use of the COUNTY facility shall be \$10 per billable hour payable to COUNTY.

4. TERM.

The term of this Contract is for the period from October 1, 2009 (0000hrs), through Sept 30, 2010 (2359 hrs).

5. COMPENSATION.

The COUNTIES agree to compensate the MEDICAL EXAMINER for services at a rate of One hundred one thousand, eighteen dollars and 02/100 (\$101,018.02) paid in 26 bi-weekly payments by September 30, 2010 (totaling \$2,626,468.50). The COUNTIES stipulate, agree and understand that the terms of this Contract contemplate the anticipated normal activities and workload of the MEDICAL EXAMINER based upon past statistics and reasonable projections. Specifically, the COUNTIES and COMMITTEE acknowledge that the maximum payable amount of this contract is arrived at without consideration of natural or man-made disasters or occurrences of an unusual nature or magnitude, such as would necessitate extraordinary expenditure on the part of the MEDICAL EXAMINER in fulfilling his obligation under the ACT. This includes expenses for exhumation when indicated by investigation or other unforeseeable occurrences. The COUNTIES AND COMMITTEE agree that in the event of such disaster(s) or occurrence(s), it shall reimburse the MEDICAL EXAMINER for all such related extraordinary expenses as are submitted to and approved by the COMMITTEE.

For cases accepted during the contract period and as long as this contract is in place, the MEDICAL EXAMINER shall not charge the 5<sup>th</sup> Judicial Circuit State Attorney, Public Defender, or any Court appointed attorney expert witness fees. After the termination of this contract, the MEDICAL EXAMINER may charge such expert witness fees for such cases as allowed by law. The MEDICAL EXAMINER shall provide a summary of the total number of hours spent by the MEDICAL EXAMINER and Professional Staff on such activities during the contract period as described under Section 7, REPORTS.

The COUNTIES, the COMMITTEE, and the MEDICAL EXAMINER recognize that except for the section 5 exceptions above, the compensation described above is all inclusive and includes the fees for disposable supplies, staff, toxicology, histology, and all other specialized laboratory and medical testing. The fees for such are to be paid by MEDICAL EXAMINER from the compensation specified in this section. The choice and extent of use of these services are exclusively that of MEDICAL EXAMINER. All losses and, conversely, all gains are the responsibility and property of MEDICAL EXAMINER as necessitated by Section 15 INDEMNIFICATION.

6. METHOD OF PAYMENT.

MARION COUNTY having received allocated payments from the remaining COUNTIES for hosting the MEDICAL EXAMINER shall provide MEDICAL EXAMINER twenty six (26) bi-weekly, in arrears payments via direct deposit into specified account of MEDICAL EXAMINER.

7. REPORTS.

Annual Report.

The MEDICAL EXAMINER agrees to provide the COMMITTEE with an annual report which shall include at a minimum, the following:

1. A report showing yearly totals for each function performed by the office to include the number of autopsies and cremation approvals (including case number, approval number and funeral home/crematory) by County and by Funeral Home/Crematory.
2. If applicable, a listing of any case for which the death certificate has been pending for more than ninety (90) days along with an explanation for the delay.
3. A summary of the total number of hours spent by the MEDICAL EXAMINER and Professional Staff in the Fifth Circuit Court of Florida in criminal cases directly related to scope of service.
4. A report of COUNTY payable billing hours as described in Section 3.

8. FACILITY AND EQUIPMENT.

COUNTIES agrees to provide and maintain, at no cost to MEDICAL EXAMINER, a facility and all COUNTIES agree to provide Function-Related Equipment (except motor vehicles) reasonably required to perform the duties listed under the Scope of Services. This includes all non-disposable furniture, computers, software, equipment and materials. The COUNTIES shall fund as part of the compensation referenced in Section 5, these non-disposable items, property insurance (including property liability), facility and equipment maintenance and repair, landscape service, biohazardous waste removal, audit fees (if applicable), leases on equipment; and any other item the COUNTIES choose to fund in other controlled expense line items. Prior to purchasing Function-Related Equipment in excess of One Thousand (\$1,000) Dollars, MEDICAL EXAMINER agrees to notify the COMMITTEE and to explore all other options including use of surplus equipment. MEDICAL EXAMINER agrees to purchase all Function-Related Equipment through the COUNTY in accordance with any Purchasing Ordinance or COUNTY procedure. The MEDICAL EXAMINER may purchase additional MEDICAL EXAMINER Property. A separate listing of



significant MEDICAL EXAMINER Property that is housed within the LAKE COUNTY facility shall be supplied to the COMMITTEE. MEDICAL EXAMINER agrees that responsibility for care and maintenance of such property is his alone and the COUNTIES assume no liability for damage to or loss of MEDICAL EXAMINER Property. As required by Ch 406, the COUNTY agrees to provide the facilities and maintenance necessary for the performance of the duties of MEDICAL EXAMINER. The maintenance, repair, and general welfare of the facility will be supplied by the COUNTY as with any other COUNTY owned facility. All personnel that work and hold offices within the Medical Examiner Facility shall be employees of the MEDICAL EXAMINER.

MEDICAL EXAMINER shall provide all vehicles he/she deems necessary and payment for such shall be provided by funds described in this contract. At the end of this contract period or upon termination of this contract, the MEDICAL EXAMINER will transfer all title of all vehicles purchased with publicly derived funds to the next District 5 Medical Examiner or to the COUNTIES. MEDICAL EXAMINER agrees to maintain and use these vehicles for District 5 purposes only. The COUNTIES shall be named as co-insured.

9. UTILITIES.

The COUNTIES shall assume the reasonable cost of any water, gas, heat, power, cable media service, local phone service, waste removal, and grounds maintenance which is furnished to the facility. MEDICAL EXAMINER shall provide janitorial services and pay for long-distance telephone charges for the Medical Examiner Facility. The COUNTIES reserves the right to provide other services as are deemed in the best interest of the COUNTIES in extraordinary circumstances.

10. AMENDMENT.

This Contract may be amended at any time provided such amendment is in writing and signed by both parties.

11. TERMINATION.

This Contract shall be terminable at will at the option of either party upon their furnishing of a ninety (90) days written notice to the other party.

12. INDEPENDENT CONTRACTOR.

It is mutually agreed that MEDICAL EXAMINER is and shall remain an independent contractor and is not an employee or agent of the COUNTIES.

13. PROFESSIONAL LIABILITY INSURANCE.

The MEDICAL EXAMINER shall obtain professional liability insurance with limits of not less than One Million (\$1,000,000.00) Dollars which shall provide coverage for all services and employees provided under the terms of this Contract. The professional liability insurance shall list the COUNTIES as co-insured.

The COUNTIES agree to pay the cost of such insurance coverage for the MEDICAL EXAMINER as required under the ACT; such costs are included in the MEDICAL EXAMINER compensation provided for in Section 5 of this contract. The MEDICAL EXAMINER's policy and coverage shall be provided to the COMMITTEE upon request.

Should the MEDICAL EXAMINER's professional liability insurance fail to, or during the terms of this Contract, cease to cover the Scope of Services required, the MEDICAL EXAMINER shall, within twenty-four (24) hours of his knowledge of same, notify the COMMITTEE and procure new or endorsed coverage for the services provided under this Contract. Failure to comply with this notice provision shall make this Contract subject to termination upon ten (10) days written notice to the MEDICAL EXAMINER by the COMMITTEE or COUNTIES.

14. NON-DISCRIMINATION.

The MEDICAL EXAMINER shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of age, sex, race, color, religion, national origin, or disability. The MEDICAL EXAMINER shall, during the performance of this Contract, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

15. INDEMNIFICATION.

The MEDICAL EXAMINER shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the COUNTIES from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the MEDICAL EXAMINER; or by, or in consequence of any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of The MEDICAL EXAMINER; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTIES or related to such claims from arising as a direct result of defects, damage, or failure of the Medical Examiner Facility. The MEDICAL EXAMINER shall be responsible for all uninsured losses related to his statutory duties. The COUNTIES stipulate that all hiring, firing, and other management issues are the sole responsibility of the MEDICAL EXAMINER.

The MEDICAL EXAMINER shall not indemnify the COUNTIES for any claims arising as a result of termination of the contract as described under Section 4. TERM.

To the extent allowed by sec. 768.28, Florida Statutes, the COUNTIES shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the MEDICAL EXAMINER

from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the COUNTIES; or by, or in consequence of any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of any previous District 5 or Interim District 5 Medical Examiner employed or managed by LAKE COUNTY, their appointed Associate Medical Examiners, LAKE COUNTY Medical Examiner employees, or employees/contractors of the COUNTIES as related to activities of previous District 5 or Interim District 5 Medical Examiners; however, the COUNTIES do not waive sovereign immunity.. This would include any suit brought related to District 5 Medical Examiner casework or a District 5 or LAKE COUNTY employee or employment related matter that occurred prior to October 1, 2008 and/or prior to the term of this contract. The COUNTIES shall also indemnify and, if necessary compensate, the MEDICAL EXAMINER for any suits or losses related to deficiencies in the INDIGENT/UNCLAIMED DECEDENT SERVICE or facility defects/failures of the LAKE COUNTY owned facility unless such losses are related to the negligence of the MEDICAL EXAMINER or employees of the MEDICAL EXAMINER.

16. SEVERABILITY.

The terms and conditions of this Contract shall be deemed to be severable. Consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term or condition held to be illegal or void renders the balance of the agreement to be impossible to perform.

17. AUDITS.

The MEDICAL EXAMINER shall retain all records relating to this Contract. All records shall be subject to audit by the COUNTIES. The COUNTIES shall not include and commingle any

audit of the MEDICAL EXAMINER with an audit of records from any previous District 5 or Interim District 5 Medical Examiner.

18. GOVERNING LAW.

The laws of the State of Florida shall govern this Contract.

19. CONTRACT MANAGEMENT.

The COUNTIES designate the following persons(s) as the Contract manager:  
Dr. Lee Niblock, County Administrator.

The MEDICAL EXAMINER designates the following person as the Contract manager:  
Barbara C. Wolf, MD., Medical Examiner.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in counter parts effective on the date executed.

MEDICUS FORENSICS, P.A.,

By: \_\_\_\_\_  
BARBARA C. WOLF, M.D.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS:

\_\_\_\_\_  
WITNESS:

ATTEST

SUMTER COUNTY BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_, **CLERK**

\_\_\_\_\_, **CHAIRMAN**

\_\_\_\_\_  
DATE

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: \_\_\_\_\_

ATTEST

SUMTER COUNTY BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_, **CLERK**

\_\_\_\_\_, **CHAIRMAN**

\_\_\_\_\_  
DATE

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: \_\_\_\_\_

ATTEST

SUMTER COUNTY BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_  
, CLERK

\_\_\_\_\_  
, CHAIRMAN

\_\_\_\_\_  
DATE

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: \_\_\_\_\_



ATTEST

SUMTER COUNTY BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_, **CLERK**

\_\_\_\_\_, **CHAIRMAN**

\_\_\_\_\_  
DATE

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: \_\_\_\_\_

ATTEST

SUMTER COUNTY BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_, **CLERK**

\_\_\_\_\_, **CHAIRMAN**

\_\_\_\_\_  
DATE

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: \_\_\_\_\_

ATTEST

SUMTER COUNTY BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_  
, CLERK

\_\_\_\_\_  
, CHAIRMAN

\_\_\_\_\_  
DATE

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: \_\_\_\_\_

## FINAL BUDGET ADOPTED 7/24/2009

Cost Sharing Chart  
Fiscal Year 2009/10

### ADOPTED BUDGETS

Medical Examiner	\$ 2,626,468.50
Operating Costs	\$ 165,684.48
Sub-total	\$ 2,792,152.98
5% Admin.	\$ 139,607.65
Sub-total	\$ 2,931,760.63
Anticipated Revenues	\$ (220,000.00) <i>Cremation Authorization &amp; Tissue Procurement Fees</i>
<b>TOTAL</b>	<b>\$ 2,711,760.63</b>

### DISTRICT FUNDING

County	Population*	% of Total	Pro Rata Share	Per Quarter Share
Citrus	142,043	14.0%	\$ 378,457.27	\$ 94,614.32
Hernando	164,907	16.2%	\$ 439,375.77	\$ 109,843.94
Lake	288,379	28.3%	\$ 768,352.74	\$ 192,088.18
Marion	329,418	32.4%	\$ 877,696.44	\$ 219,424.11
Sumter	93,034	9.1%	\$ 247,878.41	\$ 61,969.60
<b>Five County Total</b>	<b>1,017,781</b>	<b>100.0%</b>	<b>\$ 2,711,760.63</b>	<b>\$ 677,940.16</b>

\*Source Data: Florida Population Projections for 2008 - UPDATED 5/26/09  
Bureau of Economic and Business Research  
University of Florida